

AG Contract No. KR94 2896TRN  
ECS File: JPA 94-216  
Project No.: BR-984(66)P  
TRACS No.: SB358 14D  
Section: Bridge Scour Evaluation  
and Analysis

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF GILA BEND

THIS AGREEMENT is entered into 19 JANUARY, 1994, <sup>95</sup>  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF GILA BEND acting by and through its MAYOR and TOWN  
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has  
by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has  
delegated to the undersigned the authority to execute this  
agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the Town.

3. Congress has authorized appropriations for, but not  
limited to, the construction of streets and primary, feeder and  
farm-to-market roads; the replacement of bridges; the  
elimination of roadside obstacles; and the application of  
pavement markings.

4. Such project within the boundary of the Town has been  
selected by the Town; the field survey of the project has been  
completed; and the plans, estimates and specifications have  
been prepared and, as required, submitted to the Federal  
Highway Administration (FHWA) for its approval.

NO. <u>19395</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/19/95</u>
<u>Gene Lee Hill</u> Secretary of State
By <u>Vicky Greenwood</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: BRIDGE SCOUR EVALUATION AND ANALYSIS.

Estimated Project Cost	\$	1,000.00
Federal Aid Funds @ 80%	\$	800.00
Town Funds @ 20%	\$	200.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to furnish and provide Town funds to the State in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work, consisting of, but not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

4. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

5. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation  
Joint Project Administration  
205 S. 17th Avenue - 616E  
Phoenix, AZ 85007

Town of Gila Bend  
Town Manager  
644 W. Pima Street  
Gila Bend, AZ 85337

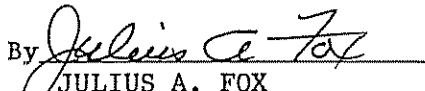
9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF GILA BEND


STATE OF ARIZONA

Department of Transportation

By   
JULIUS A. FOX  
Mayor

By   
PETER L. ENO  
Contract Administrator

ATTEST:

By   
BEVERLY TURNER  
Town Clerk

453/45-48

16nov

RESOLUTION

BE IT RESOLVED on this 14th day of November 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Gila Bend for the purpose of defining responsibilities for conducting bridge scour analysis.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

*Larry S. Bonine*  
for: LARRY S. BONINE  
Director

TOWN OF GILA BEND  
PO BOX A  
GILA BEND, AZ 85337

MINUTES  
REGULAR MEETING  
DEC. 13, 1994 7:00PM

REGULAR MEETING

A. CALL TO ORDER:

1. Mayor Fox called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance was led by Mayor Fox.
3. Invocation was given by Steve McClure.

B. ROLL CALL:

1. Council Present
  - a. Mayor Duke Fox
  - b. Vice-Mayor Ginny Blue
  - c. Councilmember Bill Henry
  - d. Councilmember Fred Hull
  - e. Councilmember Wayne Knutson
  - f. Councilmember Jack Sellers - arrived at 7:05
  - g. Councilmember Chuck Turner
2. Staff Present
  - a. Steve McClure, Town Attorney
  - b. Gene Merritt, Public Works Director
  - c. Beverly Turner, Town Clerk
  - d. David Howard, Town Manager

C. MINUTES:

1. Councilmember Hull moved to approve minutes from the regular meeting held November 22, 1994. Seconded by Vice-Mayor Blue. Passed 6-0.

D. REPORTS BY OFFICERS:

1. Commissioner Reports
  - a. Councilmember Turner informed Council that A-N West is looking over the plans for the water storage tank and reviewing the bid package.
2. Staff Reports
  - a. Town Manager Howard reported on the following items:

**E. UNFINISHED BUSINESS:**

1. All business concluded at prior meeting.

**F. NEW BUSINESS:**

1. After a short presentation by Diane Dempsey, Coordinator of the Town Clean-up Project, it was decided on a motion by Councilmember Hull to give full Town support to the project. Seconded by Councilmember Henry. Passed 7-0.
2. Action to enter an order of approval to the State Liquor Board in the transference of a liquor license located at 101 Pima was approved 6-1 on a motion by Councilmember Henry and a second by Councilmember Knutson. Councilmember Hull voted no.
3. Councilmember Henry made a motion to cancel the Council Meeting scheduled for December 27th due to the Holidays. Seconded by Councilmember Sellers. Passed 7-0.
4. Resolution No. 94-012-018 A Resolution of Common Council of the Town of Gila Bend, Arizona, hereby designating the priority projects in the application for the Maricopa County Community Development Block Grant Program for Year XVIII (1995-96) as hereinafter set forth, and pursuant to the public hearing as previously held. A motion to approve Resolution 94-012-018 was made by Councilmember Henry and seconded by Councilmember Sellers. Passed 7-0.
5. Resolution No. 94-012-019 A resolution of Common Council of the Town of Gila Bend, Arizona, hereby entering into that certain intergovernmental agreement by and between the Town of Gila Bend and the State of Arizona, acting by and through the Department of Transportation, for the Bridge Scour Evaluation and Analysis, a copy of the said agreement being attached hereto and incorporated by reference herein. Councilmember Sellers made a motion to approve Resolution No. 94-012-019. Motion seconded by Councilmember Henry. Passed 7-0.
6. Councilmember Hull made a motion to approve the contract with A.R.T. for the Recreational Facilities Project. Seconded by Vice-Mayor. Passed 6-0, Councilmember Sellers abstained.

**G. CLAIMS:**

1. Claims in the amount of \$92,714.65 were approved on a motion by Councilmember Henry and a second by Councilmember Hull. Passed 7-0

H. PETITIONS: (No Action Required)

1. Call to the Public
  - a. NONE
- Call to the Council
  - a. NONE

I. MISCELLANEOUS BUSINESS:

1. None

At 7:45 Councilmember Knutson made a motion to enter into an Executive Session pursuant to A.R.S. 38-431.03 (A) (3). Seconded by Councilmember Turner. Passed 7-0.

Council reconvened at 8:13

J. ADJOURNMENT:

1. Action to adjourn was approved 7-0 on a motion by Councilmember Henry and a second by Councilmember Sellers. Passed 7-0. Time 8:13

Respectfully submitted,

Beverly Turner  
Beverly Turner  
Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a correct and true copy of the regular council meeting, December 13, 1994 and the meeting was duly called and posted and that a quorum was present.

Beverly Turner  
Beverly Turner  
Town Clerk

Minutes approved as presented: \_\_\_\_\_  
Minutes approved as corrected: \_\_\_\_\_

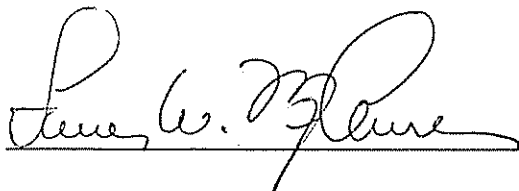


JPA 94-216

APPROVAL OF THE GILA BEND TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF GILA BEND and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 8<sup>th</sup> day of December, 1994.

  
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Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2896-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6<sup>th</sup> day of January, 1995.

GRANT WOODS  
Attorney General

  
\_\_\_\_\_  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
8661G/92